

**REIMBURSABLE SPACE ACT AGREEMENT  
BETWEEN  
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION  
AMES RESEARCH CENTER  
AND  
MOFFETT FIELD HISTORICAL SOCIETY  
TO  
SUPPORT THE HISTORY OF MOFFETT FIELD**

**ARTICLE 1. AUTHORITY AND PARTIES**

In accordance with the National Aeronautics and Space Act (51 U.S.C. § 20113(e)), this Agreement is entered into by the National Aeronautics and Space Administration Ames Research Center, located at Moffett Field, CA 94035 (hereinafter referred to as "NASA" or "NASA ARC") and Moffett Field Historical Society, located at 126 Severyns Ave, Moffett Field, CA 94035-0016 (hereinafter referred to as "Partner" or "MFHS"). NASA and Partner may be individually referred to as a "Party" and collectively referred to as the "Parties."

**ARTICLE 2. PURPOSE**

The purpose of this Agreement is to continue the relationship under which Partner may use NASA property and other equipment and services owned and controlled by NASA at NASA Ames Research Center, Moffett Field, California, for engagement with visitors interested the history of Moffett Field and NASA ARC. Through this agreement, the partner will use NASA property designated in Article 3.A.1 of this Agreement, to showcase Moffett Field's history and a variety of artifacts, and to facilitate Partner's participation in NASA's STEM Engagement and outreach efforts. Partner attracts students and visitors from all around the world. As part of the partner-led tour of the designated NASA Property, Partner's staff will educate the public about the history of Moffett Field and the Center, the history of NASA, and the goal and vision for the NASA Research Park.

**ARTICLE 3. RESPONSIBILITIES**

A. Under the terms and conditions of this Agreement, NASA will:

1. Provide to Partner the non-exclusive and non-possessory use of the following facilities (collectively, the "Premises"): (i) rooms 101, 102, 103, 104, 105, 106 and 106A (containing an aggregate of approximately 13,300 square feet of space) within Building 126 (the "Building "); and (ii) approximately 30,980 square feet of unimproved real property adjacent to Building 126 (the "Parcel").
2. Support partner on STEM Engagement-related special events to help the Partner tell the NASA ARC and Moffett Field story.

3. Provide brochures and other information to support Partner's efforts explain the history of NASA, the Center and the vision for NASA Research Park.
4. Provide to Partner the right to use open parking spaces located at or near Building N126. Such rights are considered nonexclusive and Partner may share such non-exclusive parking spaces in common with other users and tenants. NASA reserves the right from time to time to change the size, location, configuration, character or use of any parking spaces and common areas, construct additional improvements or facilities in any common areas, or close any common areas.

B. Under the terms and conditions of this Agreement, the Partner will:

1. Reimburse to NASA, the costs identified in Article 12 for the Premises, for the Premises containing approximately 13,300 square feet of Building space in Rooms 101, 102, 103, 104, 105, 106 and 106A in Building 126, and approximately 30,980 square feet of Parcel space.
2. Ensure all operations on the Premises and surrounding NASA property shall be compatible with, and will not interfere with, the operations of NASA, other resident Federal agencies, or with airfield operations at NASA, as such is determined by NASA.
3. Ensure that the occupancy and operations on the Premises and surrounding NASA property shall be in compliance with the terms and conditions of this Agreement and Partner shall not conduct, or permit to be conducted, on the Premises any activity which is not included in the purpose of this Agreement.
4. Ensure that it shall not interfere with the rights of NASA and other users of surrounding NASA property to use common areas, such as the open parking spaces at Building N126.
5. Use the Designated Property as a museum, with accessory office and storage areas, and provide tours of the Designated Property to NASA employees, contractors and visitors.
6. As part of the standard tour of the Designated Property, explain the history of NASA, the Center and vision for NASA Research Park in accordance with applicable NASA brochures and similar information.
7. Use reasonable efforts to support NASA ARC's STEM Engagement objectives by participating in STEM Engagement-related special events as requested by NASA. Participation may include providing speakers to educate students about the history of Moffett Field.



8. Support the NASA ARC History Office, the NASA ARC Historic Preservation Officer and NASA's cultural resources management efforts by making Partner's collections and archival materials available for research and publication.

C. Under the terms and conditions of this Agreement, the Parties agree that this Agreement shall not be construed as a grant of possessory, exclusive or permanent interest in any NASA real or personal property, nor as a grant of an estate of any kind, nor as an abandonment of use and occupancy, but shall merely be considered a temporary agreement for the non-exclusive, non-possessory use of the Premises as further described in this Agreement. Title to NASA's real property shall be and remain solely with NASA.

#### ARTICLE 4. WARRANTIES AND OBLIGATIONS OF PREMISES

A. Warranties: Partner will accept the Premises in "as-is" condition and NASA will make no representations or warranties as to Premises, including as to the suitability of the Premises for Partner's purposes. Partner is relying solely on its own investigation of the Premises, the Building and the Property. NASA will not and has no obligations to make any improvements to the Premises prior to or after occupancy in any manner. NASA and Partner shall conduct a walk-through to document the condition of the Premises prior to occupancy. At least one representative from NASA's operations and maintenance division shall be present during the walk-through. Neither the U.S. Government nor its contractors shall be liable for special, consequential or incidental damages attributed to the use of the Premises, equipment, facilities, or services provided under this Agreement.

B. Obligations of Partner: Partner shall maintain the interior of the Premises in good condition, ordinary wear and tear excepted. Partner shall not damage the Premises or disturb the integrity and support provided by any wall. Partner shall, at Partner's expense, promptly repair any damage to the Premises caused by Partner or any agent, employee, contractor, licensee or invitee of Partner. Partner shall take good care of the Premises and keep the Premises free from dirt, rubbish, waste and debris at all times. Partner, at its cost, shall provide janitorial services for the Premises. Partner shall not overload the floors in the Premises or exceed the load-bearing capacity of the floors in the Premises.

#### ARTICLE 5. ALTERATIONS, MODIFICATIONS, AND ADDITIONS TO THE PREMISES

A. Partner shall not make any alterations, additions or improvements in or to the Premises or any part thereof, or attach any fixtures or equipment thereto, without NASA's prior written consent. All alterations, additions and improvements in or to the Premises to which NASA consents shall be made by Partner at Partner's sole cost and expense as follows:

1. Partner shall submit to NASA for NASA's written approval, complete plans and specifications for all work to be done by Partner. Such plans and specifications shall be prepared by responsible licensed architect(s) and engineer(s), shall comply with all Applicable Laws, shall not adversely affect any systems, components or elements of the Premises, shall be in a form sufficient to secure the approval of all government authorities with jurisdiction over the Property, and shall be otherwise satisfactory to NASA's reasonable discretion.

2. NASA, for reasons of public safety, shall have the ability to review and approve all facility alterations/modifications. NASA has the responsibility to 1) comply with all applicable federal and local laws (including, but not limited to Section 106 of the National Historic Preservation Act, NEPA, Disposition of Salvage Materials, Recyclable Wastes, Economy Act, Hazardous Operations, etc.), codes and standards, and statutes on public safety, environment; and 2) have sufficient understanding of the facility configurations and operations so the Center can respond to emergencies to ensure safety of the Premises. All facility modifications (regardless of size and funding source) shall go through normal Construction of Facilities (CoF) approval process.
3. Tenant shall obtain all required permits for the work from the Ames Construction Permit Office, in accordance with Ames Policy Directive ("APD") 8829.1. Any requests for improvements shall comply with APD 8829.1 and NASA Procedural Requirements ("NPR") 8820.2. All costs, expenses, and liabilities for such improvement and alterations (including the cost of all Utilities, permits, fees, taxes, and property and liability insurance premiums in connection therewith) will be the sole responsibility of the Partner. Partner shall reimburse all direct costs and all expenses incurred by NASA in connection with the review, approval and supervision of any alterations, additions or improvements made by Partner. Under no circumstances shall NASA be liable to Partner for any damage, loss, cost or expense incurred by Partner for such improvement or alterations.

#### ARTICLE 6. RESTORATION OF PREMISES

Upon the Expiration of this Agreement or early Termination, Partner shall restore Premises to its original condition unless otherwise mutually agreed in writing by NASA and Partner. NASA and Partner shall conduct a walk-through to document the condition of the Premises twenty (20) days prior to Partner vacating Premises. At least one representative from NASA's operations and maintenance division shall be present during the walk-through. All Partner's personal property constructed, installed, erected, or placed by Partner on the Premises NASA property shall be removed by Partner upon the Expiration or early Termination of this Agreement and Partner shall repair all damage caused by any such removal. If such personal property is not removed, after request by NASA, within the appointed time, such property shall be deemed to be voluntarily abandoned personal property and its disposition shall be in accordance with 41 C.F.R. 102 et seq.

#### ARTICLE 7. PARTNER SIGNAGE

Subject to NASA's approval, in its sole discretion, Partner may request for the installation of Partner's signage on the Premises at Partner's expense. Partner must submit the proposed signage designs to NASA for consideration.



## ARTICLE 8. NASA'S RIGHT TO ENTER PREMISES

In coordination with Partner staff, NASA may enter the Premises at all reasonable times upon twenty four (24) hour notice except in emergency for the purposes of (a) reviewing, inspecting, evaluating the Premises for compliance of Partner obligations; (b) supplying any services as requested by NASA; (c) posting notices of non-compliance or nonresponsibility; or (d) making any repairs to the Premises, or making any repairs to any adjoining space or Utilities, or making any repairs, alterations or improvements to any other portion of the Premises, provided that all such work shall be done as promptly as reasonably practicable and so as to cause as little interference to Partner as reasonably practicable. NASA also specifically reserves the following rights: (i) to control ingress to and egress from NASA property; (ii) to close all or a portion of the Premises when immediate danger to life, environment, or property is discovered until such danger has been reasonably mitigated; and (iii) provide first response emergency fire and security responses.

## ARTICLE 9. SERVICES PROVIDED BY NASA TO PARTNER AND METHODOLOGY FOR CHARGES

NASA will provide institutional shared pool services, which will include but may not be limited to: (a) common grounds and road maintenance; (b) security; (c) structural fire response and periodic Fire Marshall inspections; (d) first responder operations (Hazardous Material); (e) utility infrastructure systems maintenance and repair; and (f) routine administrative support and management oversight (i.e. environmental oversight) attributable to the Premises ("ISP Services"). NASA will provide ISP Services in accordance with NASA's current practices and standards. The "ISP Services Rate" means the per square foot rate charged by Landlord for ISP Services, such rate to be determined by Landlord on an annual basis. The ISP Services Rate is included in the estimated cost described in Article 12 Financial Obligations.

## ARTICLE 10. COMMUNICATION SERVICES

NASA provides no communications services (e.g., Internet and telephone service). Partner shall make arrangements with a service provider of its choosing and pay directly for the same.

## ARTICLE 11. SPECIAL/DEMAND SERVICES

Special utility needs, all reviews of plans to alter or improve the Premises, and all other service requests shall be considered "Demand Services". Demand Services are furnished by NASA to Partner at NASA's discretion. Partner will reimburse NASA for all Demand Services based on NASA's full costs, and such reimbursements will be paid in advance before services are rendered in accordance with Article 12 Financial Obligations.

## ARTICLE 12. FINANCIAL OBLIGATIONS

A. Partner agrees to reimburse NASA on a quarterly basis in the amount specified in the payment schedule generated by NASA at the beginning of each fiscal year that this Agreement is active, for NASA to carry out its responsibilities under this Agreement. The payment schedule sets forth the estimated costs for Landlord to provide to Partner with ISP Services and Utilities.

B. Reimbursement shall be calculated and paid in accordance with the following procedures:

(1) Cost estimates for ISP Services, Utilities, and Demand Services, and reimbursement thereof, shall be consistent with Applicable Laws (as defined in Article 31), including the requirement for payment in advance of the rate at which NASA anticipates incurring costs. NASA will review costs for ISP Services on an annual basis, and any Demand Services periodically to ensure that the rates are based on actual costs to NASA. Partner understands that the ISP Services Rate and the cost of Utilities may increase on an annual basis, and Partner agrees to pay the costs of such services as determined by NASA. Partner understands that costs of Demand Services may change in the future, and Partner agrees to pay the actual costs of any Demand Services as determined by NASA from time to time. The cost of Utilities shall be based on: Landlord's estimate of Partner's rate of consumption of Utilities for the Premises ("Utility Consumption Rate") multiplied by Landlord's standard Utility rates on a per square foot basis for similar premises multiplied by the total square feet of the Premises. As of the Effective Date, the Utilities Consumption Rate is fifty percent (50%), which is based on Partner's current limited daily operating hours. The Utility Consumption Rate may increase or decrease during the Term in the event Partner changes its operating hours.

(2) If the Term commences or ends on a day other than the first or last day of the Government's fiscal year, respectively, the amounts payable by Partner under Article 12 applicable to the fiscal year in which such term commences or ends shall be prorated according to the ratio which the number of days during the Term in such fiscal year bears to three hundred sixty-five (365). Termination of this Agreement shall not affect the obligations of NASA and Partner pursuant to Article 12 to be performed after such termination.

C. Payment shall be payable to the National Aeronautics and Space Administration through the NASA Shared Services Center (NSSC) (choose one form of payment):

(1) U.S. Treasury FEDWIRE Deposit System, Federal Reserve Wire Network Deposit System;

(2) pay.gov at [www.nssc.nasa.gov/customerservice](http://www.nssc.nasa.gov/customerservice) (select "Pay NASA" from the Quick Links to right of the page) or <https://paygov.nssc.nasa.gov/> and select the appropriate NASA Center for the agreement from the drop down (if this option is selected, Partner should complete registration in a timely manner to avoid incurring late fees) or



(3) check. A check should be payable to NASA and sent to:

NASA Shared Services Center  
FMD – Accounts Receivable  
For the Accounts of: Ames Research Center  
Building 1111, Jerry Hlass Rd.,  
Stennis Space Center, MS 39529

Payment by electronic transfer (#1 or #2, above), is strongly encouraged, and payment by check is to be used only if circumstances preclude the use of electronic transfer. All payments and other communications regarding this Agreement shall reference the Center name, title, date, and number of this Agreement.

D. NASA will not provide services or incur costs beyond the existing payment. Although NASA has made a good faith effort to accurately estimate its costs, it is understood that NASA provides no assurance that the proposed effort under this Agreement will be accomplished for the above estimated amount. Should the effort cost more than the estimate, Partner will be advised by NASA as soon as possible. Partner shall pay all costs incurred and has the option of canceling the remaining effort, or providing additional funding in order to continue the proposed effort under the revised estimate. Should this Agreement be terminated, or the effort completed at a cost less than the agreed-to estimated cost, NASA shall account for any unspent funds within one (1) year after completion of all effort under this Agreement, and promptly thereafter return any unspent funds to Partner. Return of unspent funds will be processed via Electronic Funds Transfer (EFT) in accordance with 31 C.F.R. Part 208 and, upon request by NASA, Partner agrees to complete the Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Form (SF 3881).

E. Notwithstanding any other provision of this Agreement, all activities under or pursuant to this Agreement are subject to the availability of funds, and no provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, (31 U.S.C. § 1341).

#### ARTICLE 13. PRIORITY OF USE

Any schedule or milestone in this Agreement is estimated based upon the Parties' current understanding of the projected availability of NASA goods, services, facilities, or equipment. In the event that NASA's projected availability changes, Partner shall be given reasonable notice of that change, so that the schedule and milestones may be adjusted accordingly. The Parties agree that NASA's use of the goods, services, facilities, or equipment shall have priority over the use planned in this Agreement. Should a conflict arise, NASA in its sole discretion shall determine whether to exercise that priority. Likewise, should a conflict arise as between two or more non-NASA Partners, NASA, in its sole discretion, shall determine the priority as between those Partners. This Agreement does not obligate NASA to seek alternative government property or services under the jurisdiction of NASA at other locations.

#### ARTICLE 14. ALTERNATE PREMISES

NASA reserves the right to relocate Partner to new premises containing approximately the same area as the Premises. If NASA exercises such right, the amount of ISP Services and Utilities (and other applicable amendment terms) shall be adjusted based on the area of the new premises.

#### ARTICLE 15. NONEXCLUSIVITY

This Agreement is not exclusive; accordingly, NASA may enter into similar agreements for the same or similar purpose with other private or public entities.

#### ARTICLE 16. LIABILITY AND RISK OF LOSS

A. Partner hereby waives any claims against NASA, its employees, its related entities, (including, but not limited to, contractors and subcontractors at any tier, grantees, investigators, customers, users, and their contractors and subcontractors, at any tier) and employees of NASA's related entities for any injury to, or death of, Partner employees or the employees of Partner's related entities, or for damage to, or loss of, Partner's property or the property of its related entities arising from or related to activities conducted under this Agreement, whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of willful misconduct.

B. Partner further agrees to extend this unilateral waiver to its related entities by requiring them, by contract or otherwise, to waive all claims against NASA, its related entities, and employees of NASA and employees of NASA's related entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement.

C. Indemnification. Partner shall indemnify and defend NASA against and hold NASA harmless from all claims, demands, liabilities, damages, losses, costs and expenses, including reasonable attorneys' fees and disbursements, arising from or related to any use or occupancy of the Premises, or any condition of the Premises, or any default in the performance of Partner's obligations under this Agreement, or any damage to any property (including property of employees and invitees of Partner) or any bodily or personal injury, illness or death of any person (including employees and invitees of Partner) occurring in, on or about the Premises or any part thereof arising at any time and from any cause whatsoever (unless the same is caused solely by the willful misconduct of NASA) or occurring in, on or about any part of the Property other than the Premises when such damage, bodily or personal injury, illness or death is caused by any act or omission of Partner or its agents, employees, contractors, invitees or licensees. This section 8.1 shall survive the termination of this Agreement with respect to any damage, bodily or personal injury, illness or death occurring prior to such termination.

D. Insurance. Partner shall, at no cost to NASA, maintain throughout the term of the Agreement, insurance covering loss of or damage to U.S. Government property as a result of any activities conducted under this Agreement. The policy must be on terms acceptable to NASA, and cover the cost of repair or replacement, or the fair market value of (as reasonably determined by NASA) any U.S. Government property (real or personal) damaged as a result of activities



conducted under this Agreement, including performance by the U.S. Government or the U.S. Government's contractors or subcontractors, at any tier.

E. Partner shall, prior to conducting any activities under this agreement, furnish to NASA certificates of insurance including material policy exclusions and waivers of subrogation evidencing such insurance. Said certificates shall state the amount of all deductibles and shall contain evidence that the policy or policies shall not be canceled or altered without at least thirty (30) calendar days prior written notice to NASA. It is understood and agreed that NASA shall be under no obligation to provide access to its facilities or equipment under this Agreement until the insurance required by this section has been obtained by Partner and accepted by NASA.

F. In the event U.S. Government property is damaged as a result of activities conducted under this agreement, Partner (as an insured loss payee) shall be solely responsible for the repair and restoration of such property subject to NASA direction. Partner's liability for such repair and restoration shall not exceed the agreed insurance policy limits.

#### ARTICLE 17. CLOSE CALLS AND MISHAPS

A. For purposes of this Agreement, the following terms shall have the following meanings: (i) "Close Call" shall mean an event in which there is no injury or only minor injury requiring first aid and/or no equipment or property damage, or minor equipment or property damage of less than \$20,000, or not injury or only minor injury requiring first aid, but which possesses a potential to cause a Mishap (as defined below); and (ii) "Mishap" shall mean an unplanned event that results in at least one of the following: (a) injury to non-NASA personnel, caused by NASA operations; (b) damage to public or private property (including foreign property), caused by NASA operations or NASA-funded development or research projects; (c) occupational injury or occupational illness to NASA personnel; (d) NASA mission failure before the scheduled completion of the planned primary mission; (e) destruction of, or damage to, NASA property except for a malfunction or failure of component parts that are normally subject to fair wear and tear and have a fixed useful life that is less than the fixed useful life of the complete system or unit of equipment, provided that the following are true: (1) there was adequate preventative maintenance; and (2) the malfunction or failure was the only damage and the sole action is to replace or repair that component. If, in Partner's discretion, Partner believes that a Close Call or Mishap may become highly visible outside of Partner's organization (such as by the media or a governmental agency), then Partner shall promptly notify NASA by telephoning the NASA Ames Safety, Health and Medical Services Division at 650-604-5602.

B. In addition, Partner shall notify both the Occupational Safety and Health Administration ("OSHA") by telephoning the area office nearest the site of the Mishap or OSHA's toll-free number, 800 – 321 – 6742 and the NASA Ames Safety, Health and Medical Services Division at 650 – 604 – 5602 within the following timeframes:

Incident Type	Timeframe Requirement for Reporting Incidents Directly to OSHA	Requirement for Reporting Incidents to NASA's Safety, Health, and Medical Services Division
1 or more work-related fatalities	Within 8-hours	As Soon as Possible
3-work-related in-patient hospitalizations	Within 24-hours	As Soon as Possible
1 or 2 - work-related in-patient hospitalizations	Within 24-hours	As Soon as Possible
Amputations	Within 24-hours	As Soon as Possible
Employee's loss of an eye	Within 24-hours	As Soon as Possible

C. The Director of NASA Ames Research Center reserves the right to investigate any Mishap in accordance with NASA's policies and procedures.

#### ARTICLE 18. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

Information and data exchanged under this Agreement is exchanged without restrictions unless required by national security regulations (e.g., classified information) or as otherwise provided in this Agreement or agreed to by the Parties for specifically identified information or data (e.g., information or data specifically marked with a restrictive notice).

#### ARTICLE 19. INTELLECTUAL PROPERTY RIGHTS - INVENTION AND PATENT RIGHTS

A. "Related Entity" as used in this Invention and Patent Rights Article means a contractor, subcontractor, grantee, or other entity having a legal relationship with NASA or Partner assigned, tasked, or contracted with to perform activities under this Agreement.

B. The invention and patent rights herein apply to employees and Related Entities of Partner. Partner shall ensure that its employees and Related Entity employees know about and are bound by the obligations under this Article.

C. NASA has determined that 51 U.S.C. § 20135(b) does not apply to this Agreement. Therefore, title to inventions made (conceived or first actually reduced to practice) under this Agreement remain with the respective inventing party(ies). No invention or patent rights are exchanged or granted under this Agreement. NASA and Partner will use reasonable efforts to report inventions made jointly by their employees (including employees of their Related Entities). The Parties will consult and agree on the responsibilities and actions to establish and maintain patent protection for joint inventions, and on the terms and conditions of any license or other rights exchanged or granted between them.



## ARTICLE 20. USE OF NASA NAME AND NASA EMBLEMS

### A. NASA Name and Initials

Partner shall not use “National Aeronautics and Space Administration” or “NASA” in a way that creates the impression that a product or service has the authorization, support, sponsorship, or endorsement of NASA, which does not, in fact, exist. Except for releases under the “Release of General Information to the Public and Media” Article, Partner must submit any proposed public use of the NASA name or initials (including press releases and all promotional and advertising use) to the NASA Associate Administrator for the Office of Communications or designee (“NASA Communications”) for review and approval. Approval by NASA Office of Communications shall be based on applicable law and policy governing the use of the NASA name and initials.

### B. NASA Emblems

Use of NASA emblems (i.e., NASA Seal, NASA Insignia, NASA logotype, NASA Program Identifiers, and the NASA Flag) is governed by 14 C.F.R. Part 1221. Partner must submit any proposed use of the emblems to NASA Communications for review and approval.

## ARTICLE 21. RELEASE OF GENERAL INFORMATION TO THE PUBLIC AND MEDIA

NASA or Partner may, consistent with Federal law and this Agreement, release general information regarding its own participation in this Agreement as desired.

Pursuant to Section 841(d) of the NASA Transition Authorization Act of 2017, Public Law 115-10 (the “NTAA”), NASA is obligated to publicly disclose copies of all agreements conducted pursuant to NASA’s 51 U.S.C. §20113(e) authority in a searchable format on the NASA website within 60 days after the agreement is signed by the Parties. The Parties acknowledge that a copy of this Agreement will be disclosed, without redactions, in accordance with the NTAA.

## ARTICLE 22. DISCLAIMER OF ENDORSEMENT

NASA does not endorse or sponsor any commercial product, service, or activity. NASA’s participation in this Agreement or provision of goods, services, facilities or equipment under this Agreement does not constitute endorsement by NASA. Partner agrees that nothing in this Agreement will be construed to imply that NASA authorizes, supports, endorses, or sponsors any product or service of Partner resulting from activities conducted under this Agreement, regardless of the fact that such product or service may employ NASA-developed technology.

## ARTICLE 23. COMPLIANCE WITH LAWS AND REGULATIONS

A. General. Partner shall, at Partner’s sole cost and expense, promptly comply with all Federal, state and local laws, ordinances, rules, regulations, codes (including the California Building Code), orders and other requirements of any government or public authority (including NASA) now in force or which may hereafter be in force, with all requirements of any board of fire

underwriters such as the National Fire Protection Association ("NFPA") or other similar body now or hereafter constituted and with all directions and certificates of occupancy issued pursuant to any law by any governmental agency (including NASA) or officer, insofar as any thereof relate to or are required by the condition, use or occupancy of the Premises or the operation, use or maintenance of any personal property, fixtures, machinery, equipment or improvements on the Premises (collectively, "Applicable Laws"). Without limiting the foregoing, NASA shall comply with all policy directives, procedural requirements, procedures and guidelines, and standards promulgated by NASA or NASA Ames Research Center, including with respect to construction activities, facility use, land use, historic preservation, security and environmental standards (including Environmental Law).

B. Safety. Partner shall comply with the following chapters of Ames Procedural Requirements 8715.1 (Ames Health and Safety Manual): Chapter 7 (Ames Radiation Safety Guide); Chapter 8 (Laser and Microwave Safety); Chapter 10 (Pressure System Safety); Chapter 12 (Explosives Safety); Chapter 15 (Cryogenic Safety); Chapter 27 (Construction Safety Management); and Chapter 53 (Biosafety). Partner shall also comply with NASA Policy Directive 8710.5 (Policy for Pressure Vessels and Pressurized Systems) and NASA STD 8719.17 (NASA Requirements for Ground-Based Pressure Vessels and Pressurized Systems), to the extent applicable to Partner. Partner shall deliver prior written notice to NASA before Partner manufactures, uses, stores or transports any such items on or about the Premises, and NASA shall have the right to approve (and establish requirements for, or conditions of, approval) before Partner manufactures, uses, stores or transports any such items.

C. Radio Frequency. In accordance with NASA Procedural Requirements 2570.1 (NASA Radio Frequency Spectrum Management) and Chapter 8 of the Ames Health and Safety Manual Procedural Requirement 8715.1 (Laser, Microwave, and Other Nonionizing Safety), Tenant shall obtain prior written approval from Landlord's Radio Frequency Spectrum Manager, Explosive Safety Officer, and Radiation Safety Officer before operating or using any radio frequencies on or about the Premises or the Property, and Tenant shall possess and provide to Landlord's Radio Spectrum Manager a copy of Tenant's active (a) National Telecommunication and Information Administration ("NTIA") frequency authorization, (b) Federal Communications Commission ("FCC") radio frequency license, or (c) NTIA or FCC Special Temporary Authorization ("STA"), which indicates that Tenant is the authorized licensee and the Premises and/or the Property is within the authorized area of operation. For frequency emission devices that are in conformance with FCC Part 15 guidelines, Tenant is required to obtain prior written approval from Landlord's Radio Frequency Spectrum Manager, Explosive Safety Officer, and Radiation Safety Officer before operating or using such devices on or about the Premises or the Property. Notwithstanding the foregoing, these requirements do not apply to Tenant's use of commercial cellular phones.

Partner agrees that it (a) shall not use, store or otherwise handle, or permit any use, storage or other handling of, any Hazardous Material which is not a Permitted Material on or about the Premises; (b) shall obtain and maintain in effect all permits and licenses required pursuant to any Environmental Law for Partner's activities on the Premises, and at all times comply with all applicable Environmental Law; (c) shall not engage in the storage, treatment or disposal on or about the Premises of any Hazardous Material except for any temporary accumulation of waste generated in the course of this Agreement; (d) shall not install any aboveground or underground



storage tank or any subsurface lines for the storage or transfer of any Hazardous Material, except in accordance with Environmental Law, and Partner shall store all Hazardous Materials in a manner that protects the Premises and the environment from accidental spills and releases; (e) shall not cause or permit to occur any release of any Hazardous Material or any condition of pollution or nuisance on or about the Premises, (f) shall promptly remove from the Premises any Hazardous Material introduced, or permitted to be introduced, onto the Premises on or before the Expiration or early Termination; and (g) if any release of a Hazardous Material to the environment, or any condition of pollution or nuisance, occurs on or about or beneath the Premises as a result of any act or omission of Partner or its agents, employees, contractors, invitees or licensees, Partner, at its sole cost and expense, shall promptly undertake all remedial measures required to clean up and abate or otherwise respond to the release, pollution or nuisance in accordance with all applicable Environmental Law.

“Hazardous Material” shall mean any substance that is (a) defined under any Environmental Law (as defined below) as a hazardous substance, hazardous waste, hazardous material, pollutant or contaminant, (b) a petroleum hydrocarbon, including crude oil or any fraction or mixture thereof, (c) hazardous, toxic, corrosive, flammable, explosive, infectious, radioactive, carcinogenic or a reproductive toxicant, or (d) otherwise regulated pursuant to any Environmental Law.

E. Rules and Regulations. The use and occupancy of the Premises shall be subject to such rules and regulations as may be prescribed from time to time by NASA policy covering various matters, including operations, security, access, communications or other aspects of the mission of the Property. “Environmental Law” as used in this Agreement, shall mean all Federal, state and local laws, statutes, ordinances, regulations, rules, judicial and administrative orders and decrees, permits, licenses, approvals, authorizations and similar requirements of all Federal, state and local governmental agencies (including NASA) or other governmental authorities pertaining to the protection of human health and safety or the environment, now existing or later adopted during the Term. ARTICLE 24. TERM OF AGREEMENT

Partner will take possession of the Premises on July 1, 2020 (“Commencement Date”). This Agreement becomes effective upon the date of the last signature below (“Effective Date”) and shall remain in effect for five (5) years from the Commencement Date, unless earlier terminated pursuant to Article 25.

#### ARTICLE 25. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Agreement by providing thirty (30) calendar days written notice to the other Party. In the event of such termination, Partner will be obligated to reimburse NASA for all costs for which the Partner was responsible and that have been incurred in support of this Agreement up to the date the termination notice is received by NASA. Where Partner terminates this Agreement, Partner will also be responsible for termination costs.

#### ARTICLE 26. CONTINUING OBLIGATIONS

The rights and obligations of the Parties that, by their nature, would continue beyond the expiration or termination of this Agreement, e.g., “Liability and Risk of Loss”, “Intellectual Property Rights”-related clauses, and “Financial Obligations” shall survive such expiration or

termination of this Agreement.

## ARTICLE 27. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Agreement.

### Management Points of Contact

#### NASA Ames Research Center

Mike O'Neil  
Agreement Manager  
Mail Stop: 202A-3  
Moffett Field, CA 94035  
Phone: 650-604-2166  
michael.c.oneil@nasa.gov

#### Moffett Field Historical Society

Harry L. Parsons  
President  
PO Box 16  
126 Severyns Ave  
Moffett Field, CA 94035-0016  
Phone: 650-964-4024  
herbndi@sbcglobal.net

### Technical Points of Contact

#### NASA Ames Research Center

Nazaret Galeon  
Account Manager/Business Development  
Specialist  
Mail Suite: 204-214  
Moffett Field, CA 94035  
Phone: 650-604-2014  
nazaret.c.galeon@nasa.gov

#### Moffett Field Historical Society

Daniel Sullivan  
Vice President  
PO Box 16  
126 Severyns Ave  
Moffett Field, CA 94035-0016  
650-964-4024  
sailor\_81\_kck@yahoo.com

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK



## ARTICLE 28. DISPUTE RESOLUTION

Except as otherwise provided in the Article entitled "Priority of Use," the Article entitled "Intellectual Property Rights – Invention and Patent Rights" (for those activities governed by 37 C.F.R. Part 404), and those situations where a pre-existing statutory or regulatory system exists (e.g., under the Freedom of Information Act, 5 U.S.C. § 552), all disputes concerning questions of fact or law arising under this Agreement shall be referred by the claimant in writing to the appropriate person identified in this Agreement as the "Points of Contact." The persons identified as the "Points of Contact" for NASA and the Partner will consult and attempt to resolve all issues arising from the implementation of this Agreement. If they are unable to come to agreement on any issue, the dispute will be referred to the signatories to this Agreement, or their designees, for joint resolution. If the Parties remain unable to resolve the dispute, then the NASA signatory or that person's designee, as applicable, will issue a written decision that will be the final agency decision for the purpose of judicial review. Nothing in this Article limits or prevents either Party from pursuing any other right or remedy available by law upon the issuance of the final agency decision.

## ARTICLE 29. MODIFICATIONS

Any modification to this Agreement shall be executed, in writing, and signed by an authorized representative of NASA and the Partner.

## ARTICLE 30. ASSIGNMENT

Neither this Agreement nor any interest arising under it will be assigned by the Partner or NASA without the express written consent of the officials executing, or successors, or higher-level officials possessing original or delegated authority to execute this Agreement.

## ARTICLE 31. APPLICABLE LAW

U.S. Federal law governs this Agreement for all purposes, including, but not limited to, determining the validity of the Agreement, the meaning of its provisions, and the rights, obligations and remedies of the Parties.

## ARTICLE 32. INDEPENDENT RELATIONSHIP

This Agreement is not intended to constitute, create, give effect to or otherwise recognize a joint venture, partnership, or formal business organization, or agency agreement of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein.

## ARTICLE 33. LOAN OF GOVERNMENT PROPERTY

The parties shall enter into a NASA Form 893, Loan of NASA Equipment, for NASA equipment loaned to Partner.

#### ARTICLE 34. SIGNATORY AUTHORITY

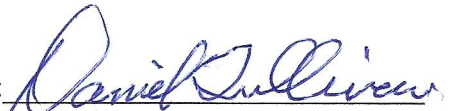
The signatories to this Agreement covenant and warrant that they have authority to execute this Agreement. By signing below, the undersigned agrees to the above terms and conditions. Unless prohibited by law, the Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and legal effect as an agreement executed with an original signature. An "electronic signature" shall include, but is not limited to, an original signature transmitted by facsimile, electronic mail, scanned, or an electronically applied signature (e.g., via portable document format).

**NATIONAL AERONAUTICS AND  
SPACE ADMINISTRATION  
AMES RESEARCH CENTER**

BY: \_\_\_\_\_  
Eugene Tu  
Center Director

DATE: \_\_\_\_\_

**MOFFETT FIELD HISTORICAL  
SOCIETY**

BY:   
Daniel Sullivan  
Vice-President

DATE: 6/27/2020